



AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM  
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **BANQUE THALER S.A.** ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to **KREUZER FUND LIMITED** (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Numbers **43380**, **43381** and **43382** filed by or on behalf of ("Seller") (the "Proof of Claim") against Lehman Brothers Holdings Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) Seller has not taken any action with respect to the Notice of Proposed Allowed Claim Amount ("Notice") for claim numbers 43380, 43381 and 43383. The Notice supplied to Purchaser is a true and correct copy of such Notice.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery

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and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 2<sup>nd</sup> day of August 2012.

**BANQUE THALER S.A**


By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Banque Thaler S.A.  
Rue Pierre-Fatio 3  
CH-1211 Genève 3  
Switzerland

  
Olivier Guerin  
Fondé de Pouvoir

  
Dirk Eelbode  
Directeur Général

**KREUZER FUND LIMITED**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address:

Kreuzer Fund Limited  
c/o Banque Thaler S.A.  
Rue Pierre-Fatio 3  
CH-1211 Genève 3  
Switzerland

  
Luc Synaeghel  
Directeur

Schedule 1

Transferred Claims

Purchased Claim

100% or \$7,616,260 of Proof of Claim Nos. 43380, 43381 and 43382 with regard to the ISINs listed below together with interest, fees and other recoveries due. The Transferred Claim relates to 100% of the Notice of Proposed Allowed Claim Amount of \$7,651,784.76 with regard to the ISINs listed below.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Proof of Claim #	Issuer	Guarantor	Principal/Notional Amount	Proposed Allowed Claim Amount per notice dated August 24, 2011
LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 2,000,000 Callable Index-Linked Notes due November 2012 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$100,000,000,000 Euro Medium-Term Note Retail Program	XS0324188134	43382	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,000,000 \$2,847,200	\$2,888,970.18
LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 2,000,000 Index-Linked Notes due 28 March 2011 relating to the Dow Jones Eurostoxx 50® Index Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$100,000,000,000 Euro Medium-Term Note Retail Program	XS0343843479	43381	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 2,000,000 \$2,847,200	\$2,838,211.54
LEHMAN BROTHERS TREASURY CO. B.V. Issue of EUR 2,500,000 Steepener Notes due August 2018 Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$100,000,000,000 Euro Medium-Term Note Program	XS0366298601	43380	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,350,000 \$1,921,860	\$1,924,603.04

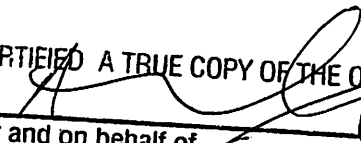
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**REGISTER OF DIRECTORS AND OFFICERS  
OF  
THE KREUZER FUND LIMITED**

08 February 2011





Name	Address	Office Held	Date Elected	Date Resigned	Date Registrar Notified	
					Appointment	Resignation
Dirk Eelbode	c/o Maples and Calder PO Box 309 Ugland House Grand Cayman KY1-1104 Cayman Islands	Director	19 Jan 2011	19 Jan 2011	19 Jan 2011	25 Jan 2011
Stephane Lachance	PO Box 1093 Boundary Hall Cricket Square George Town Grand Cayman KY1-1102, Cayman Islands	Director	19 Jan 2011		19 Jan 2011	
Ebony Myles-Berry	P.O. Box 1093 Boundary Hall, Cricket Square Grand Cayman KY1-1102 Cayman Islands	Director	19 Jan 2011		19 Jan 2011	
Luc Synaeghel	c/o Maples and Calder PO Box 309 Ugland House Grand Cayman KY1-1104 Cayman Islands	Director	19 Jan 2011		25 Jan 2011	

CERTIFIED A TRUE COPY OF THE ORIGINAL

  
For and on behalf of  
Maples Corporate Services Limited  
PO Box 309, Ugland House  
Grand Cayman, KY1-1104  
Cayman Islands  
Date 08 February 2011





<b>BICHSEL Claude</b> mandataire Commercial authorized Signature	<b>B</b> 
<b>ATOURE Françoise</b> mandataire Commercial authorized Signature	<b>B</b> 
<b>ALMEN Nathalie</b> mandataire Commercial authorized Signature	<b>B</b> 
<b>OMAO Marie-José</b> mandataire Commercial authorized Signature	<b>B</b> 

nted **B + B** non autorisé / not allowed



LISTE DES SIGNATURES AUTORISÉES  
LIST OF AUTHORIZED SIGNATURES

01.04.2012



BanqueThaler

BanqueThaler

BanqueThaler

## SIGNATURE SOCIALE

Cette liste contient les signatures de toutes les personnes actuellement autorisées à signer pour notre Banque.

Notre Banque est valablement engagée par la signature **collective** de deux personnes autorisées, conformément aux indications décrites à la fin de cette liste.

Cette liste annule toutes les précédentes.

## BANK SIGNATURES

This list contains specimen signatures of all persons authorized to sign presently on behalf of the Bank.




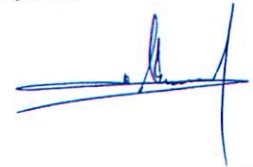


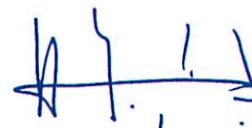





Our Bank is legally engaged by the **joint** signature of two authorized persons, according to the indications described at the end of this list.

The present list overrides all those previously issued.

Adresse : Rue Pierre-Fatio 3, 1204 Genève  
 Adresse postale : Case postale 3335, 1211 Genève 3  
 Téléphone : (+41 22) 707 09 09  
 Téléfax : (+41 22) 707 09 10  
 E-mail : info@banquethaler.ch  
 Internet : www.banquethaler.ch  
 Swift : THAL CH GG  
 Clearing bancaire : 8737  
 CCP : 12-1545-1

## Agence de Bâle

Adresse : Gerbergasse 1, 4001 Bâle  
 Adresse postale : Case postale 538  
 Téléphone : (+41 61) 260 31 31  
 Téléfax : (+41 61) 260 31 39

<b>EELBODE Dirk</b> Directeur Général <i>General Manager</i> 	<b>HEMMELEER Daniel S.</b> Membre du Comité de Direction <i>Member of the Management Committee</i> 
<b>BERCLAZ Patrice</b> Directeur <i>Manager</i> 	<b>De BACKER Jozef</b> Directeur <i>Manager</i> 
<b>MEYER Stephan F.</b> Directeur <i>Manager</i> 	<b>SABBE Filip</b> Directeur <i>Manager</i> 
<b>SYNAEGHEL Luc</b> Directeur <i>Manager</i> 	<b>De JONGHE Fabienne</b> Directrice Adjointe <i>Senior Assistant Manager</i> 
<b>DIRICKX Bernard</b> Directeur Adjoint <i>Senior Assistant Manager</i> 	<b>FRANCK Patrick</b> Directeur Adjoint <i>Senior Assistant Manager</i> 
<b>MERTENS Nadine</b> Directrice Adjointe <i>Senior Assistant Manager</i> 	<b>De TERWANGNE Didier</b> Sous-Directeur <i>Assistant Manager</i> 

**HERNANDEZ Santiago**

Sous-Directeur  
*Assistant Manager*


**NEELS Machteld**

Sous-Directrice  
*Assistant Manager*


**CIARLONE Véronique**

Fondé de Pouvoir Principal  
*Signing Officer*


**GACHOUD Fabien**

Fondé de Pouvoir Principal  
*Signing Officer*


**MUNOZ Gérald**

Fondé de Pouvoir Principal  
*Signing Officer*


**NEYMAN Sabine**

Fondé de Pouvoir  
*Signing Officer*

